

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

RECORDATION NO. 11063-B Filed 1425

JAN 22 1980 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL

CARLYLE E. MAW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

ROSWELL L. GILPATRICK
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. MCAFEE
ROYALL VICTOR
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
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SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
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FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
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RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
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JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG

JAMES M. EDWARDS
DAVID G. GRMSBY
DAVID L. SCHWARTZ
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FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

0-822A111

No.

JAN 22 1980

Date

Fee \$

10.00

ICC Washington, D. C.

January 18, 1980

Trailer Train Company

Conditional Sale Agreement Dated as of October 1, 1979
10-3/8% Conditional Sale Indebtedness Due 1995

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, I enclose herewith on behalf of Trailer Train Company, for filing and recordation as an amendment to the filings under recordation number 11063, counterparts of the following documents:

Amendment Agreement dated as of January 15, 1980, among Mercantile-Safe Deposit and Trust Company, Trailer Train Company and ACF Industries.

The names and addresses of the parties to the aforementioned Amendment Agreement are as follows:

(1) Assignee-Agent:

Mercantile-Safe Deposit and
Trust Company
P. O. Box 2258
Baltimore, Maryland 21203

FILED
JAN 22 1980
FEE
10.00
11063-B

John Austin

(2) Builder-Vendor:

ACF Industries, Incorporated
750 Third Avenue
New York, N. Y. 10017

(3) Vendee:

Trailer Train Company
300 South Wacker Drive
Chicago, Illinois 60606

Please file and record the documents referred to in this letter and cross-index them under the names of the Assignee-Agent, the Builder-Vendor and the Vendee.

The equipment covered by the aforementioned documents consists of the following:

105 ACF 89'4" 70-ton capacity, hydraulic draft gear, flush deck, all-purpose flatcars, AAR Mechanical Designation FC, bearing identifying numbers of the Vendee 922100-922204, both inclusive.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich,
As Agent for Trailer Train Company

Ms. Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

28N

Interstate Commerce Commission

Washington, D.C. 20423

1/22/79

OFFICE OF THE SECRETARY

**Laurance V. Goodrich
Cravath, Swaine, Moore
One Chase Manhattan Plaza
New York, N.Y. 10005**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/22/80** at **1:30pm**, and assigned re-recording number(s). **11063-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

**SE-30
(7/79)**

JAN 22 1980 -1 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of
January 15, 1980, among ACF INDUSTRIES
INCORPORATED ("ACF"), TRAILER TRAIN
COMPANY ("Vendee") and MERCANTILE-SAFE
DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS ACF, certain other builders ("Other Builders")
and the Vendee have entered into a Conditional Sale Agreement
dated as of October 1, 1979 ("CSA");

WHEREAS ACF, the Other Builders and the Agent have
entered into an Agreement and Assignment dated as of October 1,
1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and
recorded with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m.,
recordation number 11063; and

WHEREAS the parties hereto now desire to amend the
CSA to correct a typographical error in the road numbers for
the ACF flatcars listed in Schedule B to the CSA and the
Other Builders have no interest in such amendment.

NOW, THEREFORE, in consideration of the mutual co-
venants and agreements herein contained, the parties hereto
hereby agree as follows:

1. Schedule B to the CSA is hereby amended to change
the road numbers of the ACF flatcars listed therein from
"992100-992204" to "922100-922204".

2. The Assignment is hereby amended to permit the
aforesaid amendment to the CSA as though originally set forth
therein.

3. Except as hereby amended, the CSA and the Assign-
ment shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment
Agreement to be filed and recorded with the Interstate Com-
merce Commission in accordance with the provisions of Article
19 of the CSA.

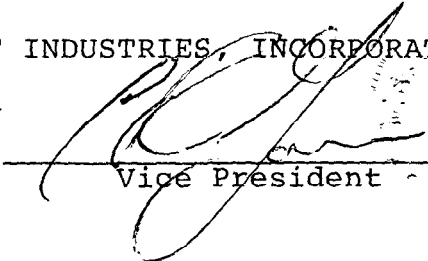
5. This Amendment Agreement may be executed in several
counterparts, such counterparts together constituting but one
and the same instrument.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CSA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

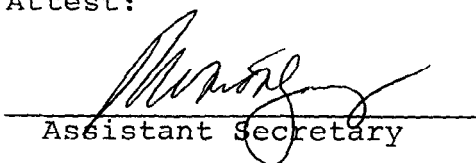
ACF INDUSTRIES, INCORPORATED,

by


Vice President

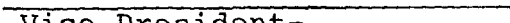
[Corporate Seal]

Attest:


Assistant Secretary

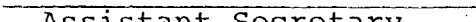
TRAILER TRAIN COMPANY,

by


Vice President-
Fleet Management

[Corporate Seal]

Attest:


Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

Assistant Vice President

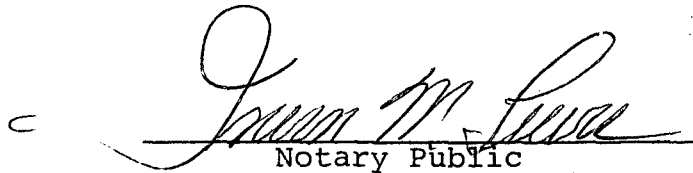
[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of JANUARY 1980, before me personally appeared **C. R. GARR**, to me personally known, who, being by me duly sworn, says that he is a Vice President of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


Notary Public

[Notarial Seal]

My Commission expires

IRVIN M. LEWIS
NOTARY PUBLIC, State of New York
No. 60-234777
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1981

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial seal]

My Commission expires

AMENDMENT AGREEMENT dated as of
January 15, 1980, among ACF INDUSTRIES
INCORPORATED ("ACF"), TRAILER TRAIN
COMPANY ("Vendee") and MERCANTILE-SAFE
DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS ACF, certain other builders ("Other Builders")
and the Vendee have entered into a Conditional Sale Agreement
dated as of October 1, 1979 ("CSA");

WHEREAS ACF, the Other Builders and the Agent have
entered into an Agreement and Assignment dated as of October 1,
1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and
recorded with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m.,
recordation number 11063; and

WHEREAS the parties hereto now desire to amend the
CSA to correct a typographical error in the road numbers for
the ACF flatcars listed in Schedule B to the CSA and the
Other Builders have no interest in such amendment.

NOW, THEREFORE, in consideration of the mutual co-
venants and agreements herein contained, the parties hereto
hereby agree as follows:

1. Schedule B to the CSA is hereby amended to change
the road numbers of the ACF flatcars listed therein from
"992100-992204" to "922100-922204".

2. The Assignment is hereby amended to permit the
aforesaid amendment to the CSA as though originally set forth
therein.

3. Except as hereby amended, the CSA and the Assign-
ment shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment
Agreement to be filed and recorded with the Interstate Com-
merce Commission in accordance with the provisions of Article
19 of the CSA.

5. This Amendment Agreement may be executed in several
counterparts, such counterparts together constituting but one
and the same instrument.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK)

On this day of 1980, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES, INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said Corporation, that said instrument was signed and
sealed on behalf of said Corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1980, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is an
 of MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK)

On this 18th day of January, 1980, before me personally appeared R. C. Zimmerman, to me personally known, who, being by me duly sworn, says that he is the ~~Treasurer~~ of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

J P Hopkins

Notary Public

[Notarial seal]

My Commission expires Dec 27, 1983

AMENDMENT AGREEMENT dated as of
January 15, 1980, among ACF INDUSTRIES
INCORPORATED ("ACF"), TRAILER TRAIN
COMPANY ("Vendee") and MERCANTILE-SAFE
DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS ACF, certain other builders ("Other Builders")
and the Vendee have entered into a Conditional Sale Agreement
dated as of October 1, 1979 ("CSA");

WHEREAS ACF, the Other Builders and the Agent have
entered into an Agreement and Assignment dated as of October 1,
1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and
recorded with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m.,
recordation number 11063; and

WHEREAS the parties hereto now desire to amend the
CSA to correct a typographical error in the road numbers for
the ACF flatcars listed in Schedule B to the CSA and the
Other Builders have no interest in such amendment.

NOW, THEREFORE, in consideration of the mutual co-
venants and agreements herein contained, the parties hereto
hereby agree as follows:

1. Schedule B to the CSA is hereby amended to change
the road numbers of the ACF flatcars listed therein from
"992100-992204" to "922100-922204".

2. The Assignment is hereby amended to permit the
aforesaid amendment to the CSA as though originally set forth
therein.

3. Except as hereby amended, the CSA and the Assign-
ment shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment
Agreement to be filed and recorded with the Interstate Com-
merce Commission in accordance with the provisions of Article
19 of the CSA.

5. This Amendment Agreement may be executed in several
counterparts, such counterparts together constituting but one
and the same instrument.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CSA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

TRAILER TRAIN COMPANY,

by

Vice President-
Fleet Management

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this *18th* day of *January* 1980, before me personally appeared *R. E. SCHREIBER*, to me personally known, who, being by me duly sworn, says that he is an ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Shilow

Notary Public

[Notarial Seal]

My Commission expires *7-1-82*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK)

On this day of 1980, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is the
 of TRAILER TRAIN COMPANY, that one of
the seals affixed to the foregoing instrument is the corporate
seal of said Corporation, that said instrument was signed
and sealed on behalf of said Corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial seal]

My Commission expires

AMENDMENT AGREEMENT dated as of December 15, 1979, among PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) ("Pullman"), ACF INDUSTRIES INCORPORATED ("ACF"), THRALL CAR MANUFACTURING COMPANY ("Thrall") (collectively "Builders"), TRAILER TRAIN COMPANY ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Builders, Bethlehem Steel Corporation and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("CSA");

WHEREAS the Builders, Bethlehem Steel Corporation and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m., recordation number 11063; and

WHEREAS the parties hereto now desire to amend the CSA by deleting certain Pullman and ACF units of Equipment from Schedule B to the CSA because of a delay in their delivery schedule and by adding certain Pullman and Thrall units of Equipment to Schedule B of the CSA, all prior to delivery and acceptance of such units under the CSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A attached hereto.

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. Except as hereby amended, the CSA and the Assignment shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA.

5. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CBA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

PULLMAN INCORPORATED
(Pullman Standard Division)

by _____
Vice President

[Corporate Seal]

Attest:

ACF INDUSTRIES, INCORPORATED

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

THRALL CAR MANUFACTURING COMPANY,

by  _____
Vice President

[Corporate Seal]

Attest:



TRAILER TRAIN COMPANY,

by _____
Vice President-Fleet Management

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

by _____
Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this ^{19th} day of ^{December} 1979, before me personally appeared C. D. Wright, to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Terna L. Enzy
Notary Public

[Notarial Seal]

My Commission expires January 11, 1981

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES, INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said Corporation, that said instrument was signed and
sealed on behalf of said Corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-B	Johnstown, Pennsylvania	623	\$50,000	\$31,150,000	981885- 982507	November 1979- February 1980 at Johnstown, Pa.
Pullman Incorporated (Pullman Standard Division)	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-P	Bessemer, Alabama	600	50,000	30,000,000	990400- 990999	November 1979- January 1980, at Bessemer, Ala.
	89'4" 70- capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-3079-P	Bessemer, Alabama	15	48,782	731,730	991463- 991477	November 1979
	89'4" 70- ton capacity, hydraulic draft gear, flush deck standard level flat- cars for auto rack device	FA	T-4079-P	Bessemer, Alabama	140	41,000	5,740,000	942700- 942839	January- February 1980 at Bessemer, Ala.
Thrall Car Manufacturing Company	68' 100-ton capacity, hydraulic draft gear, flush deck flatcars with bulkheads	FC	T-4078-T	Chicago Brighton, Illinois	126	52,000	6,552,000	81660 & 81835- 81959	November- December 1979 at East Chicago, Ill.

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
ACF Industries, Incorporated	89' 4" 70-ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-4079-A	St. Louis, Missouri	105	\$46,250	\$4,856,250	992100- 992204	December 1979- February 1980, at St. Louis, Mo.
					<u>1609</u>		<u>\$79,029,980</u>		

AMENDMENT AGREEMENT dated as of December 15, 1979, among PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) ("Pullman"), ACF INDUSTRIES INCORPORATED ("ACF"), THRALL CAR MANUFACTURING COMPANY ("Thrall") (collectively "Builders"), TRAILER TRAIN COMPANY ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Builders, Bethlehem Steel Corporation and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("CSA");

WHEREAS the Builders, Bethlehem Steel Corporation and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m., recordation number 11063; and

WHEREAS the parties hereto now desire to amend the CSA by deleting certain Pullman and ACF units of Equipment from Schedule B to the CSA because of a delay in their delivery schedule and by adding certain Pullman and Thrall units of Equipment to Schedule B of the CSA, all prior to delivery and acceptance of such units under the CSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A attached hereto.

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. Except as hereby amended, the CSA and the Assignment shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CBA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

PULLMAN INCORPORATED
(Pullman Standard Division)

ACF INDUSTRIES, INCORPORATED

by [Signature]
Vice President

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

TRAILER TRAIN COMPANY,

by _____
Vice President-Fleet Management

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

by _____
Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

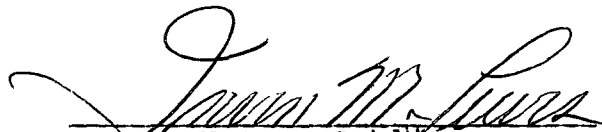
Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 20th day of December 1979, before me personally appeared C.R. Gump, to me personally known, who, being by me duly sworn, says that he is a Vice President of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


Notary Public

[Notarial Seal]

My Commission expires

IRWIN M. LEWIS
NOTARY PUBLIC, State of New York
No. 60-234777
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1981

SCHEDULE B

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-B	Johnstown, Pennsylvania	623	\$50,000	\$31,150,000	981885- 982507	November 1979 February 1980 at Johnstown, Pa.
Pullman Incorpo- rated (Pullman Standard Division)	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-P	Bessemer, Alabama	600	50,000	30,000,000	990400- 990999	November 1979 January 1980, at Bessemer, Ala.
	89'4" 70- capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-3079-P	Bessemer, Alabama	15	48,782	731,730	991463- 991477	November 1979
	89'4" 70- ton capacity, hydraulic draft gear, flush deck standard level flat- cars for auto rack device	FA	T-4079-P	Bessemer, Alabama	140	41,000	5,740,000	942700- 942839	January- February 1980 at Bessemer, Ala.
Thrall Car Manufac- turing Company	68' 100-ton capacity, hydraulic draft gear, flush deck flatcars with bulkheads	FC	T-4078-T	Chicago Brighton, Illinois	126	52,000	6,552,000	81660 & 81835- 81959	November- December 1979 at East Chicago, Ill.

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
ACF Industries, Incorporated	89' 4" 70-ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-4079-A	St. Louis, Missouri	105	\$46,250	\$4,856,250	992100- 992204	December 1979- February 1980, at St. Louis, Mo.
					<u>1609</u>		<u>\$79,029,980</u>		

AMENDMENT AGREEMENT dated as of December 15, 1979, among PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) ("Pullman"), ACF INDUSTRIES INCORPORATED ("ACF"), THRALL CAR MANUFACTURING COMPANY ("Thrall") (collectively "Builders"), TRAILER TRAIN COMPANY ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Builders, Bethlehem Steel Corporation and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("CSA");

WHEREAS the Builders, Bethlehem Steel Corporation and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m., recordation number 11063; and

WHEREAS the parties hereto now desire to amend the CSA by deleting certain Pullman and ACF units of Equipment from Schedule B to the CSA because of a delay in their delivery schedule and by adding certain Pullman and Thrall units of Equipment to Schedule B of the CSA, all prior to delivery and acceptance of such units under the CSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A attached hereto.
2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.
3. Except as hereby amended, the CSA and the Assignment shall remain unaltered and in full force and effect.
4. The Vendee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CBA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

PULLMAN INCORPORATED
(Pullman Standard Division)

by Vice President

Attest:

by Vice President

Attest:

by A. J. [Signature]
Vice President Fleet Management
TREASURER

Attest:

by Assistant Vice President

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)

) SS.:

CITY OF BALTIMORE,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)

) SS.:

COUNTY OF COOK,)

On this ^{20th} day of ~~December~~ 1979, before me personally appeared R.E. Zimmerman, to me personally known, who, being by me duly sworn, says that he is the Treasurer of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Alvance Krause
Notary Public

[Notarial Seal]

My Commission expires October 12, 1982

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES, INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said Corporation, that said instrument was signed and
sealed on behalf of said Corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-B	Johnstown, Pennsylvania	623	\$50,000	\$31,150,000	981885- 982507	November 1979 February 1980 at Johnstown, Pa.
Pullman Incorpo- rated (Pullman Standard Division)	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-P	Bessemer, Alabama	600	50,000	30,000,000	990400- 990999	November 1979 January 1980, at Bessemer, Ala.
	89'4" 70- capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-3079-P	Bessemer, Alabama	15	48,782	731,730	991463- 991477	November 1979
	89'4" 70- ton capacity, hydraulic draft gear, flush deck standard level flat- cars for auto rack device	FA	T-4079-P	Bessemer, Alabama	140	41,000	5,740,000	942700- 942839	January- February 1980 at Bessemer, Ala.
Thrall Car Manufac- turing Company	68' 100-ton capacity, hydraulic draft gear, flush deck flatcars with bulkheads	FC	T-4078-T	Chicago Height, Illinois	126	52,000	6,552,000	81660 & 81835- 81959	November- December 1979 at East Chicago, Ill.

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
ACF Industries, Incorporated	89' 4" 70-ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-4079-A	St. Louis, Missouri	105	\$46,250	\$4,856,250	992100- 992204	December 1979- February 1980, at St. Louis, Mo.
					<u>1609</u>		<u>\$79,029,980</u>		

AMENDMENT AGREEMENT dated as of December 15, 1979, among PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) ("Pullman"), ACF INDUSTRIES INCORPORATED ("ACF"), THRALL CAR MANUFACTURING COMPANY ("Thrall") (collectively "Builders"), TRAILER TRAIN COMPANY ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Builders, Bethlehem Steel Corporation and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("CSA");

WHEREAS the Builders, Bethlehem Steel Corporation and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m., recordation number 11063; and

WHEREAS the parties hereto now desire to amend the CSA by deleting certain Pullman and ACF units of Equipment from Schedule B to the CSA because of a delay in their delivery schedule and by adding certain Pullman and Thrall units of Equipment to Schedule B of the CSA, all prior to delivery and acceptance of such units under the CSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A attached hereto.

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. Except as hereby amended, the CSA and the Assignment shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CBA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

PULLMAN INCORPORATED
(Pullman Standard Division)

.....

ACF INDUSTRIES, INCORPORATED

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

THRALL CAR MANUFACTURING COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

TRAILER TRAIN COMPANY,

by _____
Vice President-Fleet Management

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

by 
Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)

) ss.:

CITY OF BALTIMORE,)

On this *19th* day of ~~DECEMBER~~ 1979, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Shilow
Notary Public

[Notarial Seal]

My Commission expires *7-1-82*

STATE OF ILLINOIS,)

) ss.:

COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES, INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said Corporation, that said instrument was signed and
sealed on behalf of said Corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-B	Johnstown, Pennsylvania	623	\$50,000	\$31,150,000	981885- 982507	November 1979 February 1980 at Johnstown, Pa.
Pullman Incorpo- rated (Pullman Standard Division)	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-P	Bessemer, Alabama	600	50,000	30,000,000	990400- 990999	November 1979 January 1980, at Bessemer, Ala.
	89'4" 70- capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-3079-P	Bessemer, Alabama	15	48,782	731,730	991463- 991477	November 1979
	89'4" 70- ton capacity, hydraulic draft gear, flush deck standard level flat- cars for auto rack device	FA	T-4079-P	Bessemer, Alabama	140	41,000	5,740,000	942700- 942839	January- February 1980 at Bessemer, Ala.
Thrall Car Manufac- turing Company	68' 100-ton capacity, hydraulic draft gear, flush deck flatcars with bulkheads	FC	T-4078-T	Chicago Heights, Illinois	126	52,000	6,552,000	81660 & 81835- 81959	November- December 1979 at East Chicago, Ill.

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
CF Industries, Incorpo- ated	89' 4" 70-ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-4079-A	St. Louis, Missouri	105	\$46,250	\$4,856,250	992100- 992204	December 1979- February 1980, at St. Louis, Mo.
					<u>1609</u>		<u>\$79,029,980</u>		